

COOPERATION AGREEMENT

by and between

THE CITY OF BOSTON;

THE BOSTON REDEVELOPMENT AUTHORITY;

and

DOWNTOWN CROSSING ASSOCIATION, INC.

This Cooperation Agreement is entered into as of the day of March 1983, by and between the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the City); the Boston Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of Massachusetts (hereinafter referred to as the BRA); and Downtown Crossing Association, Inc., a corporation organized pursuant to Chapter of the General Laws of Massachusetts (hereinafter referred to as the Association).

WHEREAS, the BRA, on behalf of the City, has received a Federal grant from the Urban Mass Transit Administration (UMTA) for the construction and operation of a project within the Central Business District Urban Renewal Area known as Downtown Crossing; and

WHEREAS, the BRA, as grant recipient, is charged with seeking ways to share the responsibility for the long term management of the area with the merchants and businesses located in the Downtown Crossing area; and

WHEREAS, the BRA is interested in allowing the Association to conduct promotional activities, establish an on-street retailing program, and to develop a scheme for providing the above normal maintenance required in the Downtown Crossing area; and

WHEREAS, Downtown Crossing Association, an association made up of businesses and residents in the Downtown Crossing area, is charged with managing and promoting the area as a vibrant and pleasant atmosphere for commercial activities; and

WHEREAS, the BRA, the City, and the Association desire to cooperate to further the above-stated purposes in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Vending Licenses

The City, acting through its licensing authorities, may, in accordance with their powers under the applicable statutes and ordinances, grant licenses or permits for on-street vending and other lawful activities in the Downtown Crossing area. The City, through such authorities, shall give notice to the BRA and the Association of all applications for such activities.

The BRA and the Association shall consult and cooperate in the development of recommended standards for on-street vending and related activities in the area. The BRA shall join with the Association in supporting the issuance of licenses and permits that are consistent with such agreed standards, by appearing at hearings before the appropriate licensing authorities and in any other suitable manner. The BRA shall further join in opposing the issuance of any licenses or permits that are inconsistent with such standards, including but not limited to any inconsistent licenses for hawkers, peddlers, itinerant venders, musicians, commercial handbilling, advertising, solicitations, and sale and storage of merchandise.

2. Stage Area

The Association may apply to the appropriate licensing authorities of the City for a license to erect a temporary and easily removable stage on Summer Street in the Downtown Crossing Area to be used for fashion shows, musical

programs, and other entertainment and promotional events. The Association shall submit to the BRA in advance for its approval a copy of the application to be submitted to the licensing authority, which shall include information on the proposed design, location, and program for use of the stage.

The BRA shall assist and support the issuance of any license, permit, or other City approval necessary for erection and operation of such a stage, and shall oppose the issuance of licenses for inconsistent activities in the vicinity of the stage, all as set forth in Section 1 of this Agreement.

3. Cafe Area

The Association or its members may apply to the appropriate licensing authorities of the City for a license to operate outdoor seasonal cafes in the Downtown Crossing Area. The applicant shall submit to the BRA for its prior approval the proposed design, location and plan for operation of any such cafe, in such detail as the BRA may request.

The BRA shall assist and support the issuance of any license, permit, or other City approval necessary for operation of such a cafe, and shall oppose the issuance of licenses for inconsistent activities in the vicinity of the cafe, all as set forth in Section 1 of this Agreement.

4. Mall Managers

The Association or its members may employ mall managers in the Downtown Crossing Area to provide directional and information services to the public, to observe and monitor compliance with licensing requirements, and to observe and report on cleanliness and maintenance needs of the area. Mall managers shall obtain special police officer status from the Commissioner of Police of the City, and shall have all the powers and observe all duties and obligations conferred by such status. The City shall not reduce any of its usual and normal police services in the Downtown Crossing Area because of the services to be provided by such mall managers in accordance with this paragraph.

5. Maintenance

The City shall provide in the Downtown Crossing area the services normally provided on public streets, including trash collection, snow removal, and maintenance of the street lighting, subsurface utilities, drainage system, street and sidewalk surfaces, street signs, and the Summer Street medallion. The City shall not reduce any of such services because of the additional services which the Association may provide in accordance with the next paragraph.

The Association shall provide additional maintenance services as are required by the operation of the on-street vending activities, stage, and cafes as described in this Agreement, and as are required in order to ensure an attractive pedestrian environment in the Downtown Crossing area. The Association shall submit to the City for its prior approval a program for such maintenance services.

6. Management Consultants

For the purpose of carrying out the activities contemplated by this Agreement, the Association may employ one or more professional management consultants or contractors. Such consultant or contractor and the nature of the services to be rendered by it shall be subject to the prior approval of the BRA and the City.

7. Program Fees

Any fees collected by the Association in connection with participation in the on-street vending program or stage program described in this Agreement shall be kept in a separate account or fund of the Association, and such account records may be reviewed at any time by the BRA and the City. The Association shall submit to the BRA and the City for prior approval an annual budget for such use of such fees.

8. Insurance

The Association shall require evidence of insurance to be presented to the BRA and the City by all members who participate in the on-street vending program, stage program, and operation of the cafes, and by all mall managers and other persons performing maintenance or other services on behalf of the Association pursuant to this Agreement. Said insurance shall include the BRA and the City as named insured and shall be for such hazards, with such companies, and in such amounts as the BRA and the City may from time to time require.

9. Nondiscrimination

The Association and its members shall not discriminate or permit discrimination on the basis of race, color, gender, religion, political affiliation, or national origin in the use or operation of the vending program, stage, or cafes, or in connection with the employment or application for employment of persons for the operation, construction, or maintenance of improvements related thereto.

10. Term

This Agreement and all obligations of the parties hereto shall remain in full force and effect for a period of one year from this date, and shall be automatically renewed for successive periods of one year unless otherwise terminated in accordance with this paragraph, or by operation of law or otherwise. Any party, after a period of one year from this date, may terminate this Agreement by giving thirty (30) days notification of its intent to terminate in writing to all other parties to this Agreement. If and when the BRA ceases to exist, all of its rights and obligations shall become those of the City; and if the Association shall be dissolved, this Agreement shall automatically terminate.

11. Notices

All notices required to be given to the parties under this Agreement shall be deemed duly given when sent in writing by first class mail, postage prepaid, as follows:

- a. To the City: Mayor
City of Boston
City Hall
Boston, MA 02201
- b. To the BRA: Director
Boston Redevelopment Authority
One City Hall Square / Room 925
Boston, MA 02201
- c. To the Association: Executive Vice President
Downtown Crossing Association, Inc.
38 Chauncy Street
Boston, MA 02111

12. Authorized Designees

In instances where this Agreement calls for review or approval by the City or the BRA, such review or approval shall be by the Mayor or by the Director of the BRA respectively, or by any person designated by either of them respectively.

WITNESS the execution hereof in three (3) counterparts under seal as of the day and year first above written.

CITY OF BOSTON

By _____
Mayor

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

DOWNTOWN CROSSING ASSOCIATION, INC.

By _____
Executive Vice President

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
DATE: MARCH 3, 1983
SUBJECT: DOWNTOWN CROSSING PROJECT
AUTHORIZATION TO EXECUTE AGREEMENT

For some time the staff of the Authority, City of Boston, and the Downtown Crossing Association have been involved in negotiations regarding the continued promotion, operation, and vitality of the Downtown Crossing Pedestrian Zone. One of the overall objectives of the Downtown Crossing Project has been to devise methods of joint public/private sector management in the area; specifically, to allow that the Downtown Crossing Association assume more responsibility for operations in the project area.

Studies commissioned by the Authority, and funded by UMTA, have recommended an On-Street Vending Program, similar to the Bull Market operation in Quincy Market, as a solution. This program would add vitality and provide a service to pedestrians by selling fruit, flowers, and handicrafts. The Association has agreed to run the program, with the understanding that revenues generated would fund intensive promotion, and the augmentation of existing City services. Additional permit fees would also be generated for the City.

A Cooperation Agreement has been drafted which would allow on-street cafes, and a staging area, in addition to the vending program. Under the terms of the proposed agreement, the Association will require all participants in the program to be insured, and to name the Authority and the City as co-insured. In addition, the City will retain final right to grant permits to vendors and cafe operators; the Authority will have the right to review all aspects of the program, including vending standards, cafe design, and stage design.

It is hereby recommended that the Authority enter into a Cooperation Agreement with the City of Boston, and the Downtown Crossing Association to allow for the joint management of the Downtown Crossing project area.

An appropriate vote is attached:

VOTED: That the Director is hereby authorized to execute a Cooperation Agreement between the Authority, the City of Boston, and the Downtown Crossing Association, to effectuate the joint management of the Downtown Crossing area, such agreement to be substantially in the form attached hereto.